

Attachment 1

6.4 PERIOD OF PERFORMANCE

Appendix N contains the contract provisions relevant to this procurement.

Any contract awarded hereunder shall commence on or about **June 6**, 2001, or date of award if later.

Per Georgia statute, all the DCH contracts are for 12 months, and run from July 1 to June 30 each year; one-year renewals are then permitted to allow a longer contract period.

The Medicaid, PeachCare, and SHBP program contracts run on a state fiscal year as described above; however, the BORHP contract runs on a calendar year.

For this procurement, up to four one-year contract renewals will be permitted. In addition, there are *two additional* one-year contract renewal options.

Assuming the Medicaid, PeachCare, and SHBP contracts run the full five (5) years (i.e., the initial contract year and all four annual extensions), and if both of the additional one-year contract renewal options are exercised, the contract end date would be June 30, **2008**.

All BOR contracts are for 12 months, and run from January 1 to December 31 each year. Assuming the BORHP contract runs the full five (5) years (i.e., the initial contract year and all four annual extensions), and if both of the additional one-year contract renewal options are exercised, the BORHP contract end date would be December 31, **2008**.

The following table depicts the relevant contract dates for each program.

PROGRAM CONTRACT DATES¹					
Program	Contract Start Date	Initial Effective Date of Services	1-Year Contract End Date²	4 Annual Contract Renewal Dates³ – Start Dates	2 Possible Additional 1- year Renewal Options – Start Dates
Medicaid	On or about June 6,2001	10/01/02	June 30, 2002	<ul style="list-style-type: none"> ▪ 07/01/02 ▪ 07/01/03 ▪ 07/01/04 ▪ 07/01/05 	<ul style="list-style-type: none"> ▪ 07/01/06 ▪ 07/01/07
PeachCare	Same	10/01/02	June 30, 2002	Same	Same
SHBP	Same	07/01/03	June 30, 2002	Same	Same
BORHP ⁴	January 1, 2002	On or before 01/01/04	December 31, 2002	<ul style="list-style-type: none"> ▪ 01/01/03 ▪ 01/01/04 ▪ 01/01/05 ▪ 01/01/06 	<ul style="list-style-type: none"> ▪ 01/01/07 ▪ 01/01/08

¹ It should be understood that there will be a single contract with the Prime Contractor that covers all services for all programs.

² Georgia law prohibits contracting for more than one fiscal year at a time; however, it is understood that pending sufficient funding, the initial contract term will be one (1) year, renewable annually for up to an additional four (4) years, with the possibility for two (2) additional one (1) year renewable extensions.

³ The annual renewal of the bidder's contract shall be based on the availability of funds and the bidder's successful contract performance the preceding year.

⁴ BORHP contracts run on a calendar year; SHBP, Medicaid and PeachCare contracts are on a state fiscal year

Attachment 2

6.15 PROTEST PROCEDURES

This section describes the mandatory administrative procedure under which vendors must commence any challenge to the solicitation process or under which bidders must commence any challenge to the award of a contract or contracts.

6.15.1 Definitions

- “Contracting Officer” means the person identified as such in Section 6.1 of this RFP.
- “Day(s)” means business day(s), i.e., excludes Saturdays, Sundays and legal and public holidays pursuant to O.C.G.A. § 1-4-1.
- “Protestor” means (a) any vendor who alleges it is aggrieved in connection with this RFP and files a protest in accordance with this section no later than five (5) days prior to the proposal due date or (b) any bidder who alleges it is aggrieved in connection with the contract award and who files a protest in accordance with this section no later than three (3) days following the contract award.
- “Protest Document” means the written document signed by a company officer authorized to sign contracts on behalf of the vendor or bidder by which a protest is asserted.
- “Review Officer” means Mr. Michael T. McClearn of GTA.

6.15.2 Subject of Protest and Time for Filing a Protest Document:

If a vendor or bidder wishes to assert any grievance in regard to any aspect of this procurement, the vendor or bidder must commence and present its protest in accordance with this section.

- Protests pertaining to events or facts arising during this RFP process, including but not limited to the scope of services, must be filed no later than five (5) days prior to the proposal due date.
- Bidders may protest the contract awarded in connection with this RFP, provided that the bidder timely and properly submitted a proposal. Any such protest by a bidder must be filed no later than three (3) days following the date of the notice of award; provided, however, that if the protest depends upon information contained in public records pertaining to the award, then the three (3) day period begins to run at the time the records are made available to the vendor so long as the vendor’s request to inspect the public records was made within three (3) days of the day the award was posted or published.
- Issues not raised in the initial Protest Document are deemed waived with prejudice by the Protestor.
- A Protest Document is deemed filed when received by the Contracting Officer.

- Failure to file a Protest Document by the time required by this RFP shall be deemed a waiver with prejudice by the vendor or bidder of any grounds it may have for a protest.
- Upon receipt of a Protest Document, the Contracting Officer shall immediately give notice of the protest to the DCH, the BOR and the successful vendor, if an award has been made, or, if no award has been made, to the DCH, the BOR and all applicable vendors.

6.15.3 Form of Protest Document

- To expedite handling of Protest Documents, the envelope must be labeled "PROTEST."
- The Protest Document shall include at a minimum the following:
 - The name and address of the protestor;
 - Appropriate identification of this RFP;
 - A statement of legal and factual grounds for the protest;
 - Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case the expected availability date shall be indicated; and
 - The specific form of relief requested.
- Material submitted in a Protest Document shall not be withheld from any interested party except to the extent that the withholding of the information is permitted or required by law. If the Protestor believes the Protest Document contains material that should be withheld, a statement identifying the material and advising the Contracting Officer of this fact and the basis for the good faith assertions of an exception to the Open Records Act shall accompany the Protest Document. The final decision on the applicability of any asserted exemption from disclosure under the Open Records Act remains within the discretion of the GTA, after consultation with the DCH and the BOR. GTA is the custodian of the documents.

6.15.4 Decision by Contracting Officer

- The Contracting Officer shall make a decision on a protest as expeditiously as possible after receiving all relevant requested information.
- A written decision shall be delivered to the Protestor, with a copy to the DCH and the BOR, either by certified mail, return receipt requested, or by hand delivery.
- If a protest is filed with the Contracting Officer before the award of the contract, the award of the contract may be made before a decision is rendered on the protest.

6.15.5 Costs

In no event shall a Protestor be entitled to recover any costs incurred in connection with this RFP or a protest under it, including proposal preparation costs or attorneys fees.

6.15.6 Request for Formal Review

- If a Protestor or the DCH or the BOR disagrees with the decision of the Contracting Officer, the Protestor or the DCH or the BOR must request a formal review of the decision of the Contracting Officer by the Review Officer within three (3) days of the date of the Contracting Officer's decision.
- The request for formal review shall contain a detailed statement of the factual and legal grounds upon which reversal or modification is deemed warranted, specifying any errors in the Contracting Officer's decision.
- The Review Officer may, in his sole discretion, allow the Protestor or the DCH or the BOR to make an oral presentation, and may solicit whatever other information he deems appropriate.
- Issues not raised in the initial protest shall be deemed waived with prejudice by the Protestor and may not be asserted in the formal review.
- Material submitted in a formal review shall not be withheld from any interested party except to the extent that the withholding of the information is permitted or required by law. If the Protestor believes the formal review contains material that should be withheld, a statement identifying the material and advising the Review Officer of this fact and the basis for the good faith assertions of an exception to the Open Records Act shall accompany the request for a formal review. The final decision on the applicability of any asserted exemption from disclosure under the Open Records Act remains within the discretion of the GTA, after consultation with the DCH and the BOR. GTA is the custodian of the documents.

6.15.7 Final Decision

- The decision of the Review Officer shall be final.
- The Review Officer shall make a decision on a formal review as expeditiously as possible after receiving all relevant requested information.
- A written decision on a formal review shall be delivered to the Protestor, with a copy to the DCH and the BOR, either by certified mail, return receipt requested or by hand delivery.
- If a formal review is filed with the Review Officer before the award of the contract, the award of the contract may be made before a decision is rendered.